

VOLUNTARY AGREEMENT REGARDING
7TH & L MARKET
1100 8TH STREET, S.E.
WASHINGTON, D.C. 20003

#838
JUL 16 11 16 AM '96
RECEIVED
ALCOHOLIC BEVERAGE
CONTROL DIVISION

PSI Services, Inc. (hereinafter "Protestant") and Hee Soo Oh, Owner of 7th & L Market, Inc., trading as 7th & L Market, 700 L Street, S.E., Washington, D.C. 20003 (hereinafter "Licensee") hereby reach the following agreement for renewal of Licensee's Class "B" Alcoholic Beverage License, for the aforesaid store and the Protestant withdraws its protest, subject to the following:

Whereas, the Protestant understands that Licensee seeks to continue the successful operation of its business in cooperation with the residents and owners of other businesses in the neighborhood;

Whereas, the Licensee having entered into this Agreement to seek a mutually beneficial resolution of certain problems and concerns shared by the PROTESTANT and LICENSEE, both acknowledge that because of the location within a diverse economic and cultural section of the city an effort by the residents and business establishments is necessary to improve the quality of life of the residents and the economic opportunity for merchants;

Whereas, given the desire and understanding that the Licensee wishes to work with the Protestant and become a part of the community to assist in solving some of the problems present in the neighborhood, particularly those attributable to the operation of a market which sells alcoholic beverages in a residential neighborhood; and

Whereas, the Protestant seeks to encourage the economic regrowth of the neighborhood and wishes to assist in improving the economic opportunity of those merchants willing to work

with the Protestant in improving the quality of life and ensuring the safety of the residents of the neighborhood.

Now, therefore, the parties agree to resolve their differences in a reasonable and prudent manner and agree to the following:

1. Licensee will maintain premises and immediate environment in a neat, clean and orderly fashion. In furtherance hereof, Licensee will:
 - a. Sweep the sidewalk at least two times per day, at opening and closing.
 - b. Maintain two trash cans with properly fitting lids outside premises during operational hours to be emptied as needed, and at least once per day.
 - c. Arrange for regular trash pick-up.
 - d. Wash windows, both interior and exterior, at least once per month.
 - e. Paint exterior surfaces of premises annually.
 - f. Landscape privately owned sidewalk area with plantings.
2. Applicant will operate business in a manner to further public safety. In furtherance hereof, Licensee will:
 - a. Keep immediate area around store free of litter and debris.
 - b. Watch for loiterers and request that they leave.
 - i. In instances where loiterers remain on the premises, after being asked to leave, Licensee will call the police and file a police report.
 - ii. Licensee will keep a log of said police calls, which will document whether or not the police responded, and if so, what action, if any, the police took.
 - iii. Upon reasonable notice, not less than twenty-four hours, to Licensee, Protestant may review Licensee's police log for the purpose of determining police

responsiveness.

c. Install and maintain exterior security lights.

3. Licensee acknowledges that loitering and illegal drug activity have taken place in the past, in which Licensee represents that it did not participate or play any role whatsoever, in areas adjacent to the premises. In recognition of this past problem, Licensee will meet with Protestant, at Protestant's reasonable request, to discuss additional security measures.

4. Licensee will not stock or sell items which Licensee knows may be used for preparation, packaging or consumption of illegal drugs.

5. Licensee will provide all customers with written or printed receipts indicating the date of purchase, item(s) purchased, cost of item(s) purchased, sales tax, total purchase price, amount tendered by customer and change, if any, returned to customer.

6. Licensee will post a clearly visible sign above or near the exit of the premises requesting customers to exit the store quietly.

7. Licensee will improve the quality and selection of food items, including more fresh fruits and vegetables, nutritious foods, and will stock larger sizes of personal care products, such as diapers and laundry detergent. Licensee agrees to institute a delivery service to neighborhood residents.

8. Protestant will aid Licensee in publicizing the improved food quality and selection, and delivery service set forth hereinabove in paragraph 7.

9. Licensee agrees to meet periodically with Protestant, at Protestant's reasonable request, to review the quality and selection of food items, personal care products and the operation of Licensee's delivery service in order to ensure that the promised improvements are implemented and maintained.

10. Licensee agrees to continue its compliance with the laws, regulations and rules of the District of Columbia, and specifically those related to the sale of alcoholic beverages.

11. If any party hereto believes in good faith that the Licensee is in violation of this Voluntary Agreement, written notice specifying the alleged violation shall be delivered to the Licensee and the Licensee shall have ten (10) days after receipt of such notice to come into compliance with this Voluntary Agreement, or respond to said alleged notice of default.

12. If Protestant reasonably believes that Licensee has failed to cure any default of this Voluntary Agreement as provided for herein, Protestant may petition the Alcoholic Beverage Control Board for issuance of an order to Show Cause for the purpose of the revoking Goodman's Market's liquor license, or ordering Licensee to come into compliance with the terms of this Voluntary Agreement.

IN WITNESS WHEREOF, the parties have caused this Voluntary Agreement to be executed effective as this 8th day of ^{July}~~June~~, 1996.

LICENSEE:

7TH & L MARKET

By: Hee Soo Oh
Hee Soo Oh, Owner

PROTESTANT:

PSI SERVICES, INC.

By: Elizabeth Abraham
Elizabeth Abraham
President

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:

Hee Soo Oh

t/a 7th & L Market

Application for a Retailer's

License Class "B" - renewal

at premises

700 L Street, S.E.

Washington, D.C.

Case No. 8318-96013P

Lucy Pliskin, on behalf of PSI Services, Inc., and Gottlieb Simon,
Acting Executive Secretary, on behalf of Advisory Neighborhood Commission
6B, Protestants

Stephanie Cobb-Williams, Esquire, on behalf of Applicant

BEFORE: BARBARA L. SMITH, ESQUIRE, Chairperson;
DENNIS BASS, Member;
JAMES C. JEFFERSON, Member
JAMES L. O'DEA, III, ESQUIRE, Member
MARY EVA CANDON, ESQUIRE, Member
LAVERNE KING, Member
DUANE WANG, Member

ORDER ON WITHDRAWN PROTEST

This matter, having been protested, came before the Board on December 27, 1995, in accordance with D.C. Code Section 25-115 (c)(5)(1995 Supp.), providing for remonstrants to be heard. Elizabeth A. Abramowitz, Ph.D., President of PSI Services, Inc., and Gottlieb Simon, Acting Executive Secretary, on behalf of the Advisory Neighborhood Commission 6B, filed timely protest letters. However, on March 6, 1996, Mr. Simon withdrew his protest. (Tr. p.2, LL. 12-13, 3/6/96)

The official records of the Board reflect that remaining parties have now reached an Agreement which has been reduced to writing, and has been properly executed and filed with the Board.^{1/} Pursuant to the Agreement, the Protestant has agreed to withdraw her protest provided, however, that the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

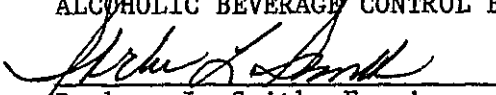
^{1/} See Agreement dated July 8, 1996.

Hee Soo Oh
t/a 7th & L Market
Page two


Accordingly, it is this 24 day of Aug 1996,
ORDERED that:

1. The protests of Gottlieb Simon, Acting Executive Secretary, on behalf of the Advisory Neighborhood Commission 6B, and Elizabeth Abramowitz, Ph.D., President of PSI Services, Inc., be, and the same hereby, are **WITHDRAWN**;
2. The above-referenced Agreement between the parties be, and the same hereby, is **INCORPORATED** as part of this Order;
3. The application of Hee Soo Oh t/a 7th & L Market for a retailer's license class B - renewal at location 700 L Street, S.E., be, and the same hereby, is **GRANTED**; and,
4. Copies of this Order shall be sent to the Protestants, the Attorney for the Applicant, and the Applicant.

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

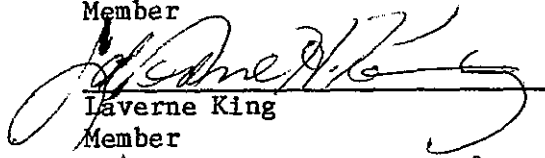

Barbara L. Smith, Esquire
Chair

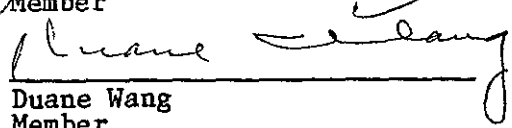
Dennis Bass
Member


James C. Jefferson
Member

James L. O'Dea, III, Esquire
Member

Mary Eva Candon, Esquire
Member


Iaverne King
Member


Duane Wang
Member

4318

AGREEMENT

Made this ____ day of February, 1999, by and between Hee Soo Oh t/a 7th & L Market, ("Licensee"), and Advisory Neighborhood Commission 6B ("ANC"), as follows:

WHEREAS, Licensee's initial application or renewal application for a Retailer's Class B license for the premises at 700 L Street, SE, Washington, D.C., Application #8318, is now pending before the District of Columbia Alcoholic Beverage Control Board ("ABC Board");

WHEREAS, the premises is within the boundaries of the ANC;

WHEREAS, the parties desire to enter into an agreement governing certain understandings regarding the issuance or reissuance of a Retailer's Class B Liquor License at the subject premises;

WHEREAS, the ANC believes that the sale of single containers of beer of 40 ounces or less is associated with alcoholism, and the illegal public consumption of alcohol, which in turn, is associated with violence and other harmful and offensive behavior, including aggressive panhandling, and with the accumulation of destructive and costly trash and litter;

WHEREAS, the ability of the District of Columbia government to provide essential public services is compromised by the failure of businesses and individuals to pay their financial obligations to the government in a full and timely manner;

WHEREAS, the enforcement of health, safety, and security regulations enhances compliance with such regulations, and, in turn, preserves and enhances the peace, order, and quiet of communities within the District of Columbia;

WHEREAS, Licensee hereby certifies that either it does not owe more than \$100 to the District of Columbia government as a result of any fine, fee, penalty, interest or past due tax, or that arrangements satisfactory to the District of Columbia government have been made with and are being performed by Licensee;

WHEREAS, Licensee declares that ending the sale of single containers of beer of a particular amount will result in financial hardship and will significantly limit the successful operation of

Licensee's business unless each and every liquor store within five (5) blocks of Licensee also agrees not to sell single containers of beer of the same particular amount.

NOW, THEREFORE, Licensee and ANC agree as follows:

1. Provided that each and every liquor store within five (5) blocks of Licensee agrees not to sell single containers of beer of 32 ounces or more, Licensee agrees not to offer for sale single containers of beer (for consumption off the store's premises) of 32 ounces or more.

2. Licensee will use its best efforts to prevent loitering and panhandling within 100 feet of the establishment by:

a. posting a "No Loitering/No Panhandling" sign on the outside of the establishment;

b. posting a sign inside requesting customers not to contribute to panhandlers;

c. asking loiterers to move on whenever they are observed outside the establishment;

d. calling MPD to remove the loiterers if they refuse Licensee's request to move on; and

e. not installing an outdoor pay telephone on or adjacent to the establishment, and by opposing the efforts of any other party to install an outdoor pay telephone.

3. Licensee will maintain the immediate environs of the establishment in a clean and litter-free condition by:

a. picking up trash, including beverage bottles and cans, on a daily basis; and

b. sweeping the outside of the establishment on a daily basis.

4. Licensee will participate in an ABC Board-approved course in alcoholic beverage sales, and file a certificate of successful completion with ANC within sixty (60) days of the date of this Agreement.

5. Licensee will post signs advising its customers to respect the community and that Licensee will not sell to intoxicated persons.

6. Licensee will not sell or deliver alcohol in any form to any

intoxicated person or to any person who appears to be intoxicated, and make an effort to recognize persons who abuse alcohol and not sell alcohol to such persons.

7. Licensee will not sell or deliver alcohol in any form to any person under 21 years of age.

8. Licensee will not provide "go-cups" to customers. A "go-cup" is defined in Section 709.7 of the ABC Regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming beverages."

9. In consideration of, and in reliance upon the commitments reflected in paragraphs 1-8, ANC hereby withdraws its opposition to Licensee's pending license application.

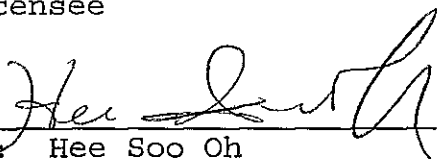
10. Licensee will advise all employees of Licensee of the provisions of this Agreement, particularly with respect to the sale of alcohol in any form, and require that all employees adhere to this Agreement.

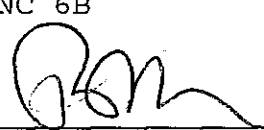
11. Licensee acknowledges that if Licensee breaches any terms of this Agreement, ANC has the right to petition the ABC Board for issuance of an order to show cause pursuant to D.C.M.R. 1513.5

IN WITNESS WHEREOF, the parties have signed their names below.

Licensee

ANC 6B


By: Hee Soo Oh


By: _____

Peter Waldron

3-15-99

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of :

Hee Soo Oh

t/a 7th & L Street Market

Application for a Retailer's Class
B License – renewal

700 L Street, S.E.
Washington, D.C.

Case no. 8318-98047P

**Gottlieb Simon, Executive Director, on behalf of Advisory Neighborhood Commission 6B,
Protestant**

Hee Soo Oh, Applicant

**BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Ellen Oppenheimer, Esquire, Member
Audrey E. Thompson, Member**

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

The matter, having been protested, came before the Board for public hearing on June 10, 1998, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Gottlieb Simon, Executive Director, on behalf of the Advisory Neighborhood Commission 6B, filed a protest letter dated May 26, 1998.

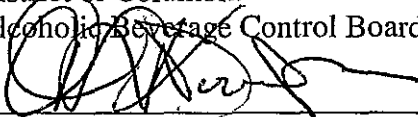
The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated March 15, 1999, the protestant has agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

Hee Soo Oh
t/a 7th & L Street Market
Page two


Accordingly, it is this 28th day of June 2000, **ORDERED** that:


1. The opposition of Gottlieb Simon, Executive Director, on behalf of the Advisory Neighborhood Commission 6B, be, and the same hereby, is **WITHDRAWN**;
2. The application of Hee Soo Oh t/a 7th & L Street Market for a retailer's class B license (renewal), located at 700 L Street, S.E., Washington, D.C., be, and the same hereby, is **GRANTED**;
3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**; and,
4. Copies of this Order shall be sent to the Protestant and the Applicant.

District of Columbia
Alcoholic Beverage Control Board


Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member


Ellen Oppenheimer, Esquire, Member


Audrey E. Thompson, Member

ADBA rec'd 4/3/02
lsb # 8318

AGREEMENT

Made this 21 day of January, 2002 by and between Hee S. Oh t/a 7 & L Street Market, (the Applicant), and Advisory Neighborhood Commission 6B, (the ANC).

WITNESSETH

WHEREAS, Applicant's application for a Retailers' Class "B" license for premises, 700 L Street, SE, ABC Application #8318, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC; and,

WHEREAS, the parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class "B" Liquor License at the subject premises;

WHEREAS, ANC 6B finds that the sale of single containers of beer, of 40 ounces or less ("singles"), is associated with alcoholism, the illegal public consumption of alcohol, which, in turn, is associated with violence and other harmful and offensive behavior, including aggressive panhandling, and with the accumulation of destructive and publicly costly trash and litter; and,

NOW, THEREFORE, the parties agree as follows:

1. Applicant will prohibit and prevent loitering and panhandling within 100 feet of the establishment by:
 - a. maintaining a "No Loitering/No Panhandling" sign on the outside of the establishment; and,
 - b. posting a sign inside the establishment requesting customers not to contribute to panhandlers; and,
 - c. asking loiterers to move on whenever they are observed outside the establishment; and,
 - d. calling the MPD to remove the loiterers if they refuse Applicant's request to move on; and,
 - e. keeping a written record of dates and times when the MPD is called for assistance; and,
 - f. not installing an outdoor payphone outside the establishment, and by opposing the efforts of any other party to install an outdoor payphone on or adjacent to the establishment.
2. Applicant will maintain the public space adjacent to the establishment in a clean and litter-free condition by:
 - a. picking up trash, including beverage bottles and cans, on a daily basis, or more often if needed.
 - b. sweeping the outside of the establishment on a daily basis, or more often if needed.
3. Applicant will not sell or provide cups or single servings of ice.

4. Applicant will maintain the interior and exterior in a clean, well-painted and graffiti-free condition.
5. Applicant will participate in an ABC Board-approved course in alcoholic beverage sales management
6. Applicant will post signs advising its customers to respect the community and that no sale of alcohol will be made to already intoxicated persons.
7. Applicant will not sell or deliver alcohol in any form to any intoxicated person or person who appears to be intoxicated and will make an effort to recognize persons who abuse alcohol and not sell to such persons.
8. Applicant agrees to sell single containers of beer of 40 or fewer ounces ("singles") [pint and half-pint containers of liquor - for Class A licenses] only in clear or translucent plastic bags. .
9. Applicant will only sell containers of singles with a sandwich or equivalent food sale [for deli's and sandwich shops].
10. Applicant will sell goods which reflect the community's needs - including but not limited to grocery products, fresh foods, dairy products and household products. Applicant will de-emphasize alcoholic beverages, tobacco products, sweets and snacks.
11. Applicant agrees to stop the sale of singles when all other establishments within a five (5) block radius agree to the same. Additionally, provided that these same stores agree not to sell single containers of beer of 32 ounces or more, Applicant also agrees not to offer for sale single containers of beer (for consumption off the store's premises) of 32 ounces or more.
12. In consideration of, and reliance upon, the commitments reflected in above paragraphs, the ANC will not oppose the applicant's pending license application.
13. The parties further agree that any failure of Applicant to adhere to the foregoing commitment would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. 1513.5.

IN WITNESS WHEREOF, the parties have affixed hereto their hands and seals.

APPLICANT:

ANC 6B:

By: Jung Koo Byun By: Charles C. White
Jung Koo Byun Charles C. White